

# ATTACHMENTS

## Proposal Cover Page

---

Name of Bidding Firm *(Legal name as it will appear on the contract)*

---

Mailing Address *(Street address, P.O. Box, City, State, Zip Code)*

---

**Person authorized to act as the primary contact for matters regarding this proposal:**Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

Email address, if applicable

( )

( )

**Person authorized to obligate this firm in matters regarding the resulting contract:**Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

Email address, if applicable

( )

( )

**(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign all proposal documents on behalf of the Board:**Printed Name *(First, Last)*:

Title:

**Signature of Proposer or Authorized Representative**

Date:

## Required Attachment / Certification Checklist

Qualification Requirements. I certify that my firm meets the following requirements:		Confirmed by DBW
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has read and is willing to comply with the terms, conditions and contract exhibits addressed in the RFP section entitled, "Contract Terms and Conditions".	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>(Corporations)</b> My firm is in good standing and qualified to conduct business in California. <b>[Check "N/A" if not a corporation.]</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm is financially stable and solvent and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has complied with the DVBE actual participation and/or good faith effort requirements as instructed in the DVBE Instructions / Forms ( <b>Attachment 7</b> ).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposal format and content.		Confirmed by DBW
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm complied with the Proposal format requirements and my firm submitted one original Proposal and three (3) copies. My proposal is assembled in the following order:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Proposal Cover Page ( <b>Attachment 1</b> ).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Cost Proposal Form ( <b>Attachment 8</b> ).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Work Plan ( <b>Attachment 9</b> ).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Staff Budget Detail Worksheet ( <b>Attachment 10</b> ).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Subcontractor Budget Detail Worksheet ( <b>Attachment 11</b> ).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Organization History and Background	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Subcontractor Organization History and Background	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Relevant Experience	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix Section with the following documentation:		Confirmed by DBW
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>(Corporations)</b> Attach <b>either</b> a copy of the Certificate of Status issued by California's Office of the Secretary of State <b>or</b> submit a copy of the bidding firm's <u>active</u> on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. <b>[Check "N/A" if not a Corporation.]</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Resumes of the Proposer's professional staff (i.e., managers, supervisors, technical experts) that will play a major administrative, policy or consulting role in carrying out the project work.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Resumes for each pre-identified subcontractor or independent consultant, if any, that will serve a major role in performing the services. <b>[Check "N/A" if no subcontractors or consultants will be used or if none has been pre-identified.]</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Project work samples (include budget).	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Required Attachment / Certification Checklist

Form Section with the following attachments / forms:		Confirmed by DBW
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>Attachment 2</b> , Required Attachment / Certification Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>Attachment 3</b> , Proposer Information Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>Attachment 4</b> , Proposer References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>Attachment 5</b> , RFP Clause Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>Attachment 6</b> , CCC 1005 - Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>Attachment 7a</b> Actual DVBE Participation, <b>and</b> DVBE certifications for each DVBE subcontractor or supplier listed. Complete this form according to the instructions if partial or full (3%) DVBE participation was attained. <b>Check "N/A" if zero participation was achieved and the Proposer chose to complete the good faith effort form.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<b>Attachment 7b</b> , Good Faith Effort, <b>and</b> applicable GFE documentation. Complete this form if 3% DVBE participation was not attained. <b>[Check "N/A" if 3% DVBE participation was achieved.]</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Bidding Firm:		
Printed Name/Title:		
Signature		Date:

### Proposer Information Sheet

A signature affixed hereon and dated certifies compliance with all bid requirements. The signature below authorizes the State to verify the claims made on this form.

Name of Bidding Firm:		CA Corp. No. (If applicable)		Federal ID Number	
Name of Principal (If not an individual):		Title:		Telephone Number	
Street Address / P.O. Box		City		State	Zip Code

**Type of Business Organization / Ownership (Check all that apply)**

<b>Ownership</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Joint venture <input type="checkbox"/> Association	<b>Corporation</b> <input type="checkbox"/> Nonprofit <input type="checkbox"/> For Profit <input type="checkbox"/> Private <input type="checkbox"/> Public	<b>Governmental</b> <input type="checkbox"/> City/County, California State Agency, Federal Agency, State (other than California)  <input type="checkbox"/> Other: _____	<b>Other Type of Entity</b> <input type="checkbox"/> Public or Municipal Corporation, School or Water District, California State College, University of California, Joint Powers Agency <input type="checkbox"/> Auxiliary College Foundation <input type="checkbox"/> Other: _____
--	--	--	--

**California Certified Small Business Status**    ☐ N/A    ☐ Microbusiness    ☐ Small business    ☐ NVSA

☐ Certified By DGS    Certification No: \_\_\_\_\_    Expiration Date: \_\_\_\_\_

**If certified, attach a copy of certification letter.**    **If an application is pending, date submitted to DGS:** \_\_\_\_\_

**Small Business Type (If applicable)**    ☐ N/A    ☐ Services    ☐ Non-Manufacturer    ☐ Manufacturer

☐ Contractor (Construction Type): \_\_\_\_\_    ☐ Contractor's License Type: \_\_\_\_\_

**Veteran Status of Business Owner**    ☐ N/A

☐ Disabled Veteran Certified by DGS    Certification No. \_\_\_\_\_    Expiration Date: \_\_\_\_\_

**If certified, attach a copy of certification letter.**    **If an application is pending, date submitted to DGS:** \_\_\_\_\_

**Race/Ethnicity of Business Owner**    ☐ N/A

<b>Owner's Ethnicity (check one)</b> <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Pacific-Asian <input type="checkbox"/> Other _____	<b>Owner's Race (check one)</b> <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other _____	<b>If Asian or Native Hawaiian or Pacific Islander (check one):</b> <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Cambodian <input type="checkbox"/> Korean <input type="checkbox"/> Chinese <input type="checkbox"/> Laotian <input type="checkbox"/> Filipino <input type="checkbox"/> Samoan <input type="checkbox"/> Guamanian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other _____
--	---	--

**Sex of Business Owner**    ☐ N/A (Not independently owned)    ☐ Male    ☐ Female

**Indicate possession of required licenses and/or certifications:**

Contractor's State Licensing Board No.	PUC License Number CAL-T-	<input type="checkbox"/> N/A Required Licenses/Certifications (If applicable)
--	------------------------------	--

<b>Signature</b>	<b>Date Signed</b>
Printed/Typed Name	Title

#### Public Records Information

The above information is required for statistical and/or bidding purposes. Completion of this form is mandatory.

### Proposer References

List 3 clients served in the past 5-years for which the bidding firm provided similar services. List the most recent first.

#### REFERENCE 1

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number (   )		
Dates of service	Value or cost of service		
Brief description of service provided			

#### REFERENCE 2

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number (   )		
Dates of service	Value or cost of service		
Brief description of service provided			

#### REFERENCE 3

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number (   )		
Dates of service	Value or cost of service		
Brief description of service provided			

If three references cannot be provided, explain why:

**RFP Clause Certification**

I, the official named below, Certify Under Penalty of Perjury that I am duly authorized to legally bind the prospective Contractor to the certification clauses located in the RFP section entitled, "Bidding Certification Clauses". This certification is made under the laws of the State of California.

Name of Bidding Firm (Printed)	Federal ID Number
By ( <i>Authorized Signature</i> )	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of:

**This page is a place holder for the CCC-1005 Certification**

View or download this form from this Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>



**This page is a place holder for the DVBE Forms/Instructions**

View or download these forms from this Internet site:

<http://www.pd.dgs.ca.gov/smbus/default.htm>

**Cost Proposal Form**

---

The undersigned proposer hereby agrees to furnish all labor, transportation, equipment, materials and support services necessary for performance of the Scope of Work for the sums indicated below:

**Cost Total**        \$ \_\_\_\_\_

---

**Bidding Preferences Claimed (Check only the preferences claimed)**

---

☐ Certified small business or microbusiness preference (including Nonprofit Veteran Service Agencies)

## Work Plan

Major Objectives	Major Functions, Tasks, and Activities	Work Hours	Rates	Timeline	Performance Measure and/or Deliverables
1. Develop recreational user day value by XX/XX/XX.	1.1. Enter task or activity. 1.2. Enter task or activity.			Week of XX/XX/XX Week of XX/XX/XX	Submit report and findings. Enter deliverables.
2. Enter objective here.	2.1  2.2				
	3.1  3.2				
	4.1  4.2				

Copy this format or use a similar one and use as many sheets as are necessary.

## Budget Detail Work Sheet

**Personnel**

<u>Position Title and No of each</u>	<u>Salary Rate/Range</u>	<u>Annual Cost</u>	
	\$	\$	
	\$	\$	
	\$	\$	
		<b>Total Personnel</b>	\$ _____

**Operating Expenses**

<u>Expense Description</u>	<u>Cost</u>	
	\$	
	\$	
	\$	
		<b>Total Operating</b> \$ _____

**Travel**

\$ \_\_\_\_\_

**Subcontracts**

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$	\$	\$	\$	\$	\$

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$	\$	\$	\$	\$	\$

Name of Subcontracted Project (If Subcontractor is unknown):

\$

**Total Subcontracts** \$ \_\_\_\_\_**Other Costs**

<u>Item Description</u>	<u>Estimated Cost</u>
	\$
	\$

**Total Other Costs** \$ \_\_\_\_\_**Indirect Costs**

\$ \_\_\_\_\_

**Total Costs** \$ \_\_\_\_\_

Copy this format or use a similar one and use as many sheets as are necessary.

## Subcontractor Budgets

## Name of Subcontractor #1:

## Expense Category

Personnel

General Expense

Travel

Subcontracts

Indirect Costs

Totals

\$

\$

\$

\$

\$

TOTAL

\$

## Name of Subcontractor #2:

## Expense Category

Personnel

General Expense

Travel

Subcontracts

Indirect Costs

Totals

\$

\$

\$

\$

\$

TOTAL

\$

## Name of Subcontractor #3:

## Expense Category

Personnel

General Expense

Travel

Subcontracts

Indirect Costs

Totals

\$

\$

\$

\$

\$

TOTAL

\$

## Name of Subcontractor #4:

## Expense Category

Personnel

General Expense

Travel

Subcontracts

Indirect Costs

Totals

\$

\$

\$

\$

\$

TOTAL

\$

## Name of Subcontractor #5:

## Expense Category

Personnel

General Expense

Travel

Subcontracts

Indirect Costs

Totals

\$

\$

\$

\$

\$

TOTAL

\$

# **CONTRACT EXHIBITS**

**This page is a place holder for the Standard Agreement STD 213**

View or download this form from this Internet site:

<http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eForms.htm>

## SCOPE OF WORK

### 1. Scope of Work

(Note 1rf: Tasks 1 through 5 will be developed and reported by California Boating Facilities Needs Assessment (CBFNA) region\*.) 1) Determine the current annual economic impact (direct and indirect) of boating on California's Gross State Product (GSP), 2) Determine the annual impact that an individual boat has on California's GSP, 3) Calculate the historical economic impact of boating on California's GSP (total direct and indirect impact from 1957 to present, if possible), 4) Determine the current annual economic contribution of boating to State and local tax revenues, 5) Determine the contribution of boating to California jobs and employment, and, 6) Update the current recreational user day value of boating in California.

### 3. Project Representatives

For Department:	For Contractor:
Name: April Moses	Name:
Section /Unit: Planning Unit	Section / Unit:
Phone: (916) 263-6358	Phone: ( )
Fax: (916) 263-0649	Fax: ( )
Email: <a href="mailto:amoses@dbw.ca.gov">amoses@dbw.ca.gov</a>	Email:

Either party may make changes to the Project Representative information above by giving a ten (10) days written notice to the other party. Said changes shall not require an amendment to this Agreement.

### 4. Status Report

Brief, monthly status reports shall be submitted by the Contractor describing work carried out during the previous month, and discussing progress toward the objective of the work. Discussion of any problems, delays or other difficulties encountered in the work shall also be included in the status reports.

Status reports shall be submitted as closely as possible to the first working day of each calendar month. Submit status reports in electronic form, sent via e-mail to [amoses@dbw.ca.gov](mailto:amoses@dbw.ca.gov) or reports may be submitted in written form to the address provided herein.

### 5. Meetings

The Contractor may be requested to participate in monthly joint meetings with Department representatives to review the project status. These meetings may be held in Sacramento at the Department headquarters at the discretion of the Department representative.

### 6. Duration and Timeframes

The project shall begin on **August 3, 2006**, or upon a date mutually agreed by the parties of the Agreement. The project is a 1-year study. The final report shall be completed by **August 3, 2007**.

\*The regions are as follows: North Coast, San Francisco Bay Area, Central Coast, South Coast, San Diego, Northern Interior, Sacramento Basin, Central Valley, Eastern Sierra, and Southern Interior. For more information please see Volume II of CBFNA at [www.dbw.ca.gov/CBFNA.asp](http://www.dbw.ca.gov/CBFNA.asp)



7. **Deliverables** (included here or made reference to Scope of Work, paragraph 2 above)

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Invoicing**

- (a) For services satisfactorily rendered and upon receipt and approval of invoices from Contractor, the Department of Boating and Waterways agrees to compensate Contractor for its actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- (b) Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

April Moses  
Boating Facilities Division  
Department of Boating and Waterways  
2000 Evergreen Street, Suite 100  
Sacramento, California 95815

- (c) Ten percent (10%) may be withheld by the Department for each invoice submitted for reimbursement pending final completion of the contract, and receipt and acceptance by the Department of any final reports required under the Agreement. However, for those separate and/or distinct tasks, work plans, or project activities any funds withheld with regard to a particular task may be paid upon completion of that particular task.
- (d) No invoice shall be paid unless it is approved by the Department's Project Representative. The original and one (1) approved copy of the invoice or payment request shall be forwarded to the Department of Boating and Waterways Accounting Operations Section by the Department's Project Representative. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail.
- (e) The invoice shall contain the following information:
  - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
  - 2. Printed name of the Contractor;
  - 3. Business address of the contractor, including P.O. Box, City, State, and Zip Code;
  - 4. The date of the invoice;
  - 5. The number of the Agreement upon which the claim is based; and
  - 6. An itemized account of the services for which the Department is being billed.
- (f) Final undisputed invoice must be submitted for payment no later than 30 calendar days after the termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Department Program Representative. Said invoices should be clearly marked "Final Invoice", thus indicating that all payment obligations of the Department under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause

- (a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Department shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- (b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Agreement with no liability occurring to the Department, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Travel and Per Diem

Any reimbursement for necessary traveling and per diem shall be at rates not to exceed those amounts paid to the state's represented employees under collective bargaining Agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Department.

5. Budget Flexibility

Subject to prior review and approval of the Department of Boating and Waterways Project Representative, line items shifts of up to \$25,000 or Ten Percent (10%) of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$50,000 per fiscal year. Line item shifts may be proposed/requested by either the Department or the Contractor in writing and shall not increase or decrease the total contract amount allocated per fiscal year.

6. Budget Detail (to be included in final contract)

**This page is a place holder for the General Terms and Conditions (GTC 306)**

View or download this exhibit at this Internet site:

[<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>](http://www.ols.dgs.ca.gov/Standard+Language/default.htm)

## **SPECIAL TERMS AND CONDITIONS**

### **1. Disputes**

Except as otherwise provided in this Agreement, Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract informally with the Department Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department's Boating Facilities Division Chief, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have Fifteen (15) calendar days after receipt of such decision to submit a written protest to the Department specifying in detail its justification for a different disposition. Failure to submit such protest within the period specified shall result in the disposition by the Department becoming final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute thereunder, the Contractor shall proceed diligently with the performance of the Agreement unless directed by the Department to do otherwise.

### **2. Termination for Convenience**

In addition to the Department's right to terminate pursuant to Exhibit C, and as otherwise provided in this Agreement, the Department may terminate this Agreement without cause by giving written notice of termination to the Contractor not less than Thirty (30) calendar days prior to the effective date of the termination. In the event the Department terminates all or a portion of this Agreement pursuant to this clause, an equitable adjustment in the price provided for this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplied and expenses incurred pursuant to this Agreement prior to the effective date of termination, but shall in no case exceed the maximum amount provided for in the Agreement.

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent by certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall, with respect to work to be paid for out of state funds:

- a. Stop work on the dates specified in the notice;
- b. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the agreement up to the effective date of termination;
- c. Terminate all orders and subcontracts except as otherwise directed by the Department;
- d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts; and

- e. Deliver or make available to the Department all data, drawings, specifications, reports, summaries, and such other information and materials as may have been accumulated pursuant to this Agreement, whether completed, partially completed or in progress.

3. Notices

Notices or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or if mailed Three (3) days after the date of mailing; unless by express mail, facsimile (FAX), telecopy, e-mail, or telegraph, then upon the date of confirmed receipt to the Project Representatives for this Agreement.

4. Books and Records

The Contractor shall keep accurate books and records connected with the performance of this Agreement during and for three years after the term of this Agreement, or until the final payment under this Agreement, whichever is later. Such books and records shall be kept in a secure location at the Contractor's office(s). If an audit, review, examination or evaluation is commenced during the time specified herein for the maintenance of books and records, Contractor shall continue to maintain all relevant books and records until the audit, review, examination or evaluation is completed. The Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained for the same periods.

5. Subcontracting

Any subcontracting shall be subject to applicable provisions of this Agreement, and all applicable State and Federal regulations. The Contractor shall be held responsible by the State for the performance of any subcontractor.

6. Compliance with Applicable Law

The Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county law, including but not limited to statutes, ordinances, rules and regulations, and common law affecting services under this Agreement.

7. Additional Documents

The Contractor and the Department agree to execute such additional documents, and perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

8. Power and Authority

The Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by the Contractor and no other proceeding on the part of the Contractor is necessary to authorize this Agreement. The Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examination required by any government or governmental authority for its acts contemplated by this Agreement.

9. Signature Authorization

The person signing this Agreement warrants that s/he is an agent of the Contractor and is duly authorized to enter into this agreement on behalf of the Contractor.

10. Reporting Accuracy

The Contractor certifies that all reports, documents, instruments, papers, data, information and forms of evidence delivered to the Department with respect to this Agreement are accurate and correct, and complete insofar as completeness may be necessary to give the Department true and accurate knowledge of the subject matter thereof, and do not contain any material misrepresentation or omissions.

11. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of the Contractor and the state contained therein, shall be binding upon the parties and their successors, assignees and legal representatives.

12. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

13. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

14. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies, which any party may otherwise have at law or in equity.

15. Entire Agreement/Incorporated Documents/Order of Precedence

1. This Agreement contains all the representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are replaced in total by the Agreement.
2. This Agreement shall consist of the terms of this Agreement, and all attached documents, which are expressly incorporated herein.
3. In the event there are inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including attachments; and (iii) any other provisions, terms, or materials incorporated herein.

## **ADDITIONAL PROVISIONS**

### **1. Documents, Publications and Written Reports**

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000. (Government Code 7550)

### **2. Contractor Evaluation**

Within sixty (60) days after the completion of this Agreement, the Department shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor with 15 working days of the completion of the evaluation. (Public Contracts Code 10369).

### **3. Ownership**

All printed matter, photographs, artwork, films, tapes, disk and all other materials or products conceptualized, developed and/or delivered as a result of this Agreement shall become the property of and owned by the Department.

### **4. Permits and Licenses**

Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

### **5. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to the Contractor. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.



**This page is a place holder for the Contractors Release form**

View or download this form from this Internet site:

<http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf>

**This page is a place holder for the Payee Data Record (STD 204)**

View or download this form from this Internet site:

<http://dbw.gov/Forms/std204.pdf>

# APPENDICES

## **Directions to DBW**

2000 EVERGREEN ST, Suite 100  
SACRAMENTO, CA 95815  
916-263-1331

From the North or South via I-5:

1. Approaching downtown via I-5, exit at the Garden Highway and turn left. The Garden Highway changes names to Arden Way upon crossing Northgate Blvd.
2. Turn right off Arden Way on to Royal Oaks followed by a left at Evergreen St. The entrance to the building is on Evergreen.

From Reno:

1. Follow the Capital Expressway toward downtown Sacramento.
2. Passing the El Camino exit, stay to the right and take Highway 160.
3. Exit Highway 160 on to Royal Oaks.
4. We are located just past the Post Office in the next building. Turn right on Evergreen and the entrance to the building is on Evergreen.

I-80 from the Bay Area:

1. Follow the freeway signs toward South Lake Tahoe.
2. Take I-5 north.
3. After passing the downtown area exit onto the Garden Highway and take a left. The Garden Highway changes names to Arden Way upon crossing Northgate Blvd.
4. Turn right off of Arden Way on to Royal Oaks followed by a left at Evergreen St. The entrance to the building is on Evergreen.

From Highway 50

1. When approaching the downtown interchange follow the freeway signs toward Reno.
2. After crossing the river, take the Arden Way exit, followed immediately by Arden Way West bound.
3. At the third stoplight, turn left on Evergreen and follow the road as it turns to the right.
4. We are located in the building on the left, with the entrance located on Evergreen.

From the Parking Area

After parking in the (free) building parking area, exit the parking area and walk up the sidewalk to the front entrance of the building. Check in at the building guard station. The guard station staff will direct you to the DBW office.